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August 31, 2021

Nathan Ochsner, Clerk

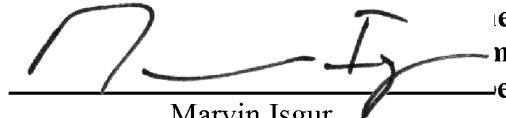
IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re: § Chapter 11
FIELDWOOD ENERGY LLC, et al., § Case No. 20-33948 (MI)
Debtors.¹ § (Jointly Administered)
§ Re: ECF Nos. 1412, 1415, 2004

**EMERGENCY MOTION FOR RECONSIDERATION OF THE COURT'S
DEFERRAL OF RULING ON MOTIONS TO QUASH RULE 2004 DISCOVERY**

Responses to this motion should be filed not later than 5:00 p.m. on September 3, 2021.

Signed: August 31, 2021



Marvin Isgur
United States Bankruptcy Judge

information setting.

Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the "Electronic Appearance" link on Judge Isgur's home page. Select the case name, complete the required fields and click "Submit" to complete your appearance.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Dynamic Offshore Resources NS, LLC (0158); Fieldwood Energy LLC (6778); Fieldwood Energy Inc. (4991); Fieldwood Energy Offshore LLC (4494); Fieldwood Onshore LLC (3489); Fieldwood SD Offshore LLC (8786); Fieldwood Offshore LLC (2930); FW GOM Pipeline, Inc. (8440); GOM Shelf LLC (8107); Bandon Oil and Gas GP, LLC (9172); Bandon Oil and Gas, LP (9266); Fieldwood Energy SP LLC (1971); Galveston Bay Pipeline LLC (5703); and Galveston Bay Processing LLC (0422). The Debtors' primary mailing address is 2000 W. Sam Houston Parkway S., Suite 1200, Houston, TX 77042.

As part of the *Modified Eighth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and Its Affiliated Debtors* (ECF No. 2008), which went effective on August 27, 2021 (ECF No. 2016), and pursuant to the *Purchase and Sale Agreement Among Fieldwood Energy LLC and Its Affiliates Signatory Hereto as Sellers QuarterNorth Energy LLC as Buyer and Mako Buyer 2 LLC as Buyer 2 Dated August 27, 2021* (ECF No. 2013, at 69–957) (“**QuarterNorth PSA**”), Fieldwood Energy LLC and its debtor affiliates in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “**Debtors**”), sold to QuarterNorth Energy LLC (“**QuarterNorth**”) all of their right, title and interest in (a) the MC-519 #3 well and (b) any claims or causes of action related to the MC-519 #3 well.² QuarterNorth is not appearing as a successor to any Debtor or as a Post-Effective Date Debtor but is appearing as the assignee of the MC-519 #3 well and the Scheduled Claims (as defined in the QuarterNorth PSA). QuarterNorth submits this Emergency Motion for Reconsideration of the Court’s Deferral of Ruling on Motions to Quash³ Rule 2004⁴ Discovery (the “**Motion**”) and in support, states the matters set forth below.

² See QuarterNorth PSA §§ 1.2(p), (s) (designating certain Other Leases and Other Wells as Acquired Interests, including by reference to Exhibit A and Exhibit C); *id.*, Ex. A, at 203 (designating the lease on which the MC-519 well is located, OCS-G 27278, as an Other Lease); *id.*, Ex. C, at 221 (designating the well, “MISSISSIPPI CANYON 519 #3” as an Other Well); *see also id.* §§ 1.2(w), (rr) (designating, among other things, certain claims and causes of action as Acquired Interests, including by reference to Schedule 1.2(rr)); *id.*, Shed. 1.2(rr), at 553 (designating “Scheduled Claims” as including “Potential claim against BP and Shell” regarding “Genovesa”).

³ *Motion of BP Exploration & Production, Inc. to Quash Debtors’ Bankruptcy Rule 2004 Discovery Requests* (ECF No. 1415) (“**BP’s Motion to Quash**”) and *Shell Offshore Inc.’s Motion to Quash Debtors’ Notice of Bankruptcy Rule 2004 Request for Production of Documents from Shell Offshore Inc.* (ECF No. 1412) (“**Shell’s Motion to Quash**,” and with BP’s Motion to Quash, the “**Motions to Quash**”).

⁴ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the *Debtors’ Response to Motion of BP Exploration & Production, Inc. to Quash Debtors’ Bankruptcy Rule 2004 Discovery Requests* (ECF No. 1539) (“**Response to BP**”) or *Debtors’ Response to Motion of Shell Offshore Inc. to Quash Debtors’ Bankruptcy Rule 2004 Discovery Requests* (ECF No. 1540) (“**Response to Shell**,” with Response to BP, the “**Responses**”), as applicable.

PRELIMINARY STATEMENT

1. By this Motion, QuarterNorth respectfully asks the Court to reconsider its refusal to rule on the Motions to Quash Rule 2004 discovery the Debtors had been seeking since May 2021.⁵ QuarterNorth submits that the Court is mistaken and should reconsider its refusal to rule on and deny both Motions to Quash.

2. As an initial matter, both the Court and BP appear to conflate the 2004 discovery and arbitrability. To be clear, the Rule 2004 Requests⁶ seek discovery related to claims arising from the May 2019 PSA,⁷ by which Fieldwood purchased BP's interests in certain wells. More specifically, the Rule 2004 Requests seek documents primarily related to BP's pre-execution conduct and potential claims against BP and Shell, including, but not limited to, potential claims for fraudulent inducement, fraudulent non-disclosure, breach of the PSA, conspiracy to commit fraud, and tortious interference with the PSA. Importantly, ***the PSA has no arbitration provision.*** Also importantly, Shell is not a party to any relevant agreement containing an arbitration clause.

3. Perhaps after recognizing the flaw in its initial argument to resist the 2004 Requests—that the discovery should be precluded because it relates to agreements with arbitration clauses, the LSPS OA and PHA⁸—BP ultimately backtracked and now argues at the eleventh hour

⁵ At the hearing on August 24, 2021 (the “**August 24 Hearing**”), the Court declined to rule on the Motions to Quash in light of its ruling on BP’s unrelated Motion to Lift Stay and on the basis that the requests underlying the Motions to Quash allegedly related to the termination issue, which was subject to the Motion to Lift Stay. Aug. 24, 2021 Hr’g Tr. 10:1–2, 11:14–15 (ECF No. 2006).

⁶ *Debtors’ Notice of Bankruptcy Rule 2004 Request for Production of Documents from BP Exploration & Production Inc.* (ECF No. 1387) (“**Requests to BP**”) and *Debtors’ Notice of Bankruptcy Rule 2004 Request for Production of Documents from Shell Offshore Inc.* (ECF No. 1388) (“**Requests to Shell**,” and collectively with the Requests to BP, the “**Rule 2004 Requests**”).

⁷ *Purchase and Sale Agreement By and Between BP Exploration & Production Inc. and Fieldwood Energy LLC in Respect of Mississippi Canyon Block 519* (the “**PSA**”).

⁸ See generally BP’s Motion to Quash.

that the discovery should not be allowed because of waiver and consequential damages provisions in the PSA.⁹ BP’s new arguments likewise miss the mark and in any event should not have been considered by the Court because BP did not timely raise them. The Court should deny the Motions to Quash and permit the Rule 2004 Requests to go forward.

ARGUMENT

A. The PSA Has No Arbitration Provision

4. In May 2019, Fieldwood purchased BP’s interests in certain wells under the PSA. Importantly, the PSA has no arbitration provision. Instead, Section 11.9(b) of the PSA expressly provides that:

(b) The Parties hereby irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Harris County, Texas in connection with any dispute **arising under or relating to** this Agreement, the Operative Documents or any of the transactions contemplated hereby or thereby, that is permitted to be commenced in court, and each Party irrevocably agrees that all Claims in respect of such dispute or proceeding that is permitted to be commenced in court shall be heard and determined exclusively in such courts.

(Emphasis added). The PSA makes clear that “[i]n the event of any conflict between the provisions of this Agreement and the Operative Documents,” which include the latest amendments to the PHA and LSPS OA, “the provisions of this Agreement shall control.” PSA § 11.19; *see* PSA §§ 10.2(z), (bb), 10.3(bb), (dd).

5. Based on the express language of the PSA, the parties reserved the right to pursue any claims arising or related to the PSA (*i.e.*, the claims which are subject to the Rule 2004 Requests at issue here) in court in Harris County, Texas.

⁹ See *Reply of BP Exploration & Production, Inc. in Support of its Motion to Quash Debtors’ Bankruptcy Rule 2004 Discovery Requests* (ECF No. 1845) (“BP’s Reply”); *Supplemental Reply of BP Exploration & Production, Inc. in Support of its Motion to Quash Debtors’ Bankruptcy Rule 2004 Discovery Requests* (ECF No. 2000) (“BP’s Supplemental Reply”).

B. The Discovery Relates to Claims “Arising Under” or “Relating to” the PSA

6. As discussed in more detail in the Responses, the purpose of the Rule 2004 Requests is to investigate potential claims against BP and Shell, including, but not limited to, potential claims for fraudulent inducement, fraudulent non-disclosure, breach of the PSA, conspiracy to commit fraud, and tortious interference with the PSA.

7. All of the discovery requests facially pertain to these claims related to the PSA, and none are subject to arbitration. By way of example, Request to BP No. 3 seeks “All Documents and Communications concerning the PSA, including, but not limited to, BP’s decision to enter into the PSA.” Nos. 13 and 14 ask for documents and communications related to the invoice BP handed Fieldwood *minutes* after signing the PSA, which BP necessarily prepared before the PSA. The rest of the Rule 2004 Requests are likewise aimed at determining BP’s knowledge and intent at the moment of signing the PSA, which can be inferred not only from a party’s prior acts but also from a party’s subsequent acts. *See Spoljaric v. Percival Tours, Inc.*, 708 S.W.2d 432, 434 (Tex. 1986) (“While a party’s intent is determined at the time the party made the representation, it may be inferred from the party’s subsequent acts after the representation is made.”).

8. The Requests to Shell are largely identical and likewise are focused on BP’s pre-PSA intent and Shell’s role in the underlying wrongful conduct. The Court’s decision to defer ruling on the Requests to Shell is particularly problematic and mistaken as Shell is not a party to any relevant arbitration agreement. Therefore, any dispute or discovery against Shell must occur in a court proceeding.

C. The Waiver and Limitation of Liability Provisions in the PSA Have No Impact on the Ability to Seek Rule 2004 Discovery

9. More than three months after BP received the Requests to BP but only 16 hours before the second and reset hearing on the Motions to Quash, BP filed (without leave) the Supplemental Reply, in which BP raised two new arguments against discovery under the PSA—neither of which relates to Shell. BP alleged the disclaimer and limitation of consequential damages provisions in the PSA preclude any fraudulent inducement claim and limits any potential recovery, and, therefore, QuarterNorth should not be allowed to proceed with the 2004 discovery. *See* Supplemental Reply ¶¶ 3–9. These arguments are without merit: (1) BP attempts to put the cart before the horse by arguing the merits of the claims before QuarterNorth has had the chance to discover let alone complete the investigation of their claims; and (2) the provisions BP identifies in the PSA do not preclude QuarterNorth from pursuing its claims.¹⁰

10. First, BP’s attempt to bypass its discovery obligations by arguing the merits of one of the potential claims QuarterNorth is exploring reflects a misunderstanding of the purpose of Rule 2004. The law is clear that the Court should not consider the merits of the underlying dispute in determining the appropriateness of Rule 2004 requests. *See In re Dewitt*, 608 B.R. 794, 801 (Bankr. W.D. Pa. 2019) (permitting a Rule 2004 examination despite arguments that the “inquiry is barred by the principles of res judicata and collateral estoppel” because there was no claim asserted and therefore whether those defenses were applicable was “not ripe for

¹⁰ Moreover, BP has conclusively waived both of its new arguments in the Supplemental Reply by not timely making them. It is axiomatic that issues raised for the first time in a reply are waived. *E.g., Morin v. Moore*, 309 F.3d 316, 328 (5th Cir. 2002); *Hughes v. Johnson*, 191 F.3d 607, 613 (5th Cir. 1999); *Yohey v. Collins*, 985 F.2d 222, 225 (5th Cir. 1993). BP filed its Supplemental Reply the night before the reset August 24 Hearing, raising multiple new arguments. The Debtors did not have a substantive opportunity to contest these arguments in writing or even orally before the Court declined to rule on the Motions to Quash. At the August 24 Hearing, the Court even relied on BP’s new arguments without giving the Debtors an opportunity to respond. BP also filed BP’s Reply two hours before the July 9, 2021 Hearing, raising multiple new arguments, which are also waived. Thus, the Court should find that BP waived these arguments, which are substantively incorrect in any event, for all the reasons set forth below.

adjudication); *In re Michalski*, 449 B.R. 273, 281 (N.D. Ohio 2011) (party resisting Rule 2004 discovery “put the cart before the horse” in a way that would render Rule 2004 “meaningless and moot” by arguing that the trustee could not offer a basis to dispute the costs and fees in the proof of claim it sought to examine); *In re China Fishery Grp. Ltd. (Cayman)*, No. 16-11895, 2017 WL 3084397, at *8-9 (Bankr. S.D.N.Y July 19, 2017) (explaining that a court “need not consider the defenses to claims that the Trustee may assert against HSBC-HK using the fruits of the discovery”).

11. Second, even if the Court were to consider the merits of BP’s arguments, BP’s arguments are without merit because the provisions BP highlights do not preclude recovery.

12. While the PSA purports to waive consequential damages, it is undisputed that direct damages are recoverable. *See* PSA §§ 1.1, 5.9. Moreover, without fully investigating and understanding the scope of BP’s and Shell’s wrongful conduct, it is premature to determine the nature of any potential damages suffered as a result of such conduct. To the extent BP and Shell engaged in actionable conduct, QuarterNorth will be able to recover something against them; otherwise, the consequential damages provision would be unenforceable to the extent it purports to waive all potential damages suffered. *See Zachry Const. Corp. v. Port of Houston Auth. of Harris Cty.*, 449 S.W.3d 98, 117 (Tex. 2014) (finding waivers of tort and contract liability “for harm caused intentionally or recklessly [are] unenforceable on grounds of public policy”).

13. Further, although BP contends that QuarterNorth categorically waived a fraudulent inducement claim as a result of the disclaimer provision in the PSA, neither Texas law nor the express language in the PSA support this argument. Despite the disclaimers in Section 6.1 of the PSA, BP expressly represented in the PSA that it had the power and authority to comply with its obligations under the PSA, PHA, and LSPA OA, and that the terms of the PSA, PHA, and

LSPS OA constitute the terms of the agreements between the parties. At a minimum, these express representations, among others, are sufficient to form the basis for a fraudulent inducement claim based on both a misrepresentation and omissions theory. *See Forest Oil Corp. v. McAllen*, 268 S.W.3d 51, 60 (Tex. 2008) (noting one way to circumvent a disclaimer's effect is to "set forth the relied-upon representations in the contract").¹¹

BASIS FOR EMERGENCY RELIEF

14. QuarterNorth respectfully requests emergency consideration of this Motion in accordance with Bankruptcy Local Rule 9013-1(i). It seeks relief on an emergency basis because the Debtors' made the Rule 2004 Requests more than three months ago. *See Responses* (filed June 11, 2021, long before due); July 9, 2021 Hr'g Tr. 55:25–56:1 (ECF No. 1884) (requesting a ruling,); Aug. 24, 2021 Hr'g Tr. 10:13–19 (implicitly requesting a ruling); *see also* Rule 2004 Requests (filed May 21, 2021, with drafts given to BP and Shell on May 14, 2021). To avoid the consequences of this emergency, QuarterNorth needs immediate relief. Accordingly, it respectfully requests that the Court approve the relief requested in this Motion on an emergency basis.

NOTICE

15. Notice of this Motion will be served on any party entitled to notice pursuant to Bankruptcy Rule 2002 and any other party entitled to notice pursuant to Bankruptcy Local Rule 9013-1(d), including BP's and Shell's counsel.

¹¹ In any event, the determination of waiver is based on the application of a multi-factor test, and QuarterNorth does not concede the disclaimer language in the PSA satisfies these factors. If nothing else, the factors are unresolved factual questions BP alleged were met in only two unsupported sentences in BP's Supplemental Reply.

CONCLUSION

WHEREFORE, QuarterNorth respectfully requests that the Court consider this Motion on an expedited basis, reconsider its decision not to rule on the Motions to Quash at the August 24 Hearing, deny Motions to Quash in their entirety, and grant QuarterNorth such other and further relief, at law or in equity, to which they are entitled.

Dated: August 30, 2021
Houston, Texas

/s/ Paul R. Genender

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Attorneys for QuarterNorth Energy LLC

Certificate of Accuracy

I certify that the facts and circumstances described in the above pleading giving rise to the emergency request for relief are true and correct to the best of my knowledge, information, and belief.

/s/ Paul R. Genender
Paul R. Genender

Certificate of Service

I hereby certify that, on August 30, 2021, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Paul R. Genender
Paul R. Genender

United States Bankruptcy Court
Southern District of TexasIn re:
Fieldwood Energy LLC
The Official Committee of Unsecured Cred
DebtorsCase No. 20-33948-mi
Chapter 11District/off: 0541-4
Date Rcvd: Aug 31, 2021User: ADIuser
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aty	+ Charles M Rush, 202 Magnate Drive, Lafayette, LA 70508-3830
aty	+ Clark Hill Strasburger, Attn: Duane J. Brescia, 720 Brazos, Suite 700, Austin, TX 78701-2531
aty	+ Darryl T. Landwehr, 935 Gravier Street, Suite 835, New Orleans, LA 70112-1727
aty	+ Emile Joseph, Jr., Allen & Gooch, P O Box 81129, Lafayette, LA 70598-1129
aty	+ Peter J. Segrist, Carver Darden et al, 1100 Poydras St., Ste 3100, New Orleans, LA 70163-1102
aty	+ Petro Amigos Supply, Inc., c/o Wayne Kitchens, Total Plaza, 1201 Louisiana, 28th Floor, Houston, TX 77002-5607
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aty	+ Ronald Savoie, Jackson & Jackson, P.L.L.C., 111 Founders Drive, Suite 400, Baton Rouge, LA 70810-8959
aty	+ William S Piper, 100 N LaSalle St, Suite #514, Chicago, IL 60602-3551
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cr	+ Brian Cloyd, c/o Cain & Skarnulis LLP, 400 W. 15th Street, Suite 900, Austin, TX 78701-1659
cr	+ C-Dive, L.L.C., c/o Leann O. Moses, 1100 Poydras Street, Suite 3100, New Orleans, LA 70163-1102
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Page 2 of 6

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cr + Helis Oil & Gas Company, LLC, c/o J. David Forsyth, 400 Poydras Street, Suite 2550, New Orleans, LA 70130-3292

cr + Ignition Systems & Controls, Inc., c/o Todd Barron Thomason Hudman & Bebout, Attn: Rafael Rodriguez, 3800 E. 42nd Street, Suite 409, Odessa, TX 79762-5928

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intp + Jackson Walker LLP, c/o Bruce J. Ruzinsky, 1401 McKinney Street, Suite 1900, Houston, TX 77010-1900

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cr + Lexon Insurance Company, Ironshore Indemnity Inc., Harris Beach PLLC c/o Lee E. Woodard, 333 West Washington Street, Suite 200, Syracuse, NY 13202 UNITED STATES 13202-9204

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cr + Macquarie Corporate and Asset Funding Inc., c/o John M. Castillo, 130 E Travis Street, Suite 350, San Antonio, TX 78205-1784

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cr + Marathon Oil Company, c/o Clay M. Taylor, Bonds Ellis Eppich Schafer Jones LLP, 420 Throckmorton Street, Suite 1000, Fort Worth, TX 76102-3727

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cr + Patrick Burnett, c/o Cain & Skarnulis LLP, 400 W. 15th Street, Suite 900, Austin, TX 78701-1659

cr + Performance Energy Services, LLC, c/o Steven W. Soule, Hall, Estill, et al., 320 South Boston Avenue, Suite 200 Tulsa, OK 74103-3705

cr + Prime Clerk LLC, One Grand Central Place, 60 East 42nd Street, Suite 1440, New York, NY 10165-1446

intp + Railroad Commission of Texas, c/o Office of the Attorney General, Bankruptcy & Collections Division, P. O. Box 12548, Austin, TX 78711-2548

cr + Red Willow Offshore, LLC, c/o Barnet B. Skelton, Jr., 815 Walker, Suite 1502, Houston, TX 77002-5832

cr + Regis Southern, c/o Reese Baker, 950 Echo Lane Ste 300, Houston, TX 77024-2824

cr + SBM Gulf Production LLC, c/o Ken Green, Snow Spence Green LLP, P O Box 549, Hockley, TX 77447-0549

cr + Seitel Data, Ltd., c/o Duane J. Brescia, Clark Hill Strasburger, 720 Brazos, Suite 700, Austin, TX 78701-2531

cr + Sheldon Independent School District, c/o Owen M. Sonik, PBFCM, LLP, 1235 N. Loop W., Suite 600, Houston, TX 77008-1772

cr + Sheldon Independent School District, et al, c/o Owen M. Sonik, PBFCM, LLP, 1235 N. Loop W., Ste 600, Houston, TX 77008-1772

cr + Shell Offshore, Inc., 200 N. Dairy Ashford, Houston, TX 77079-1101

cr + Shell Oil Company, c/o Sara M. Keith, 150 N. Dairy Ashford Rd., Building F, Houston, TX 77079-1128

cr + Solar Turbines Incorporated, 100 N.E. Adams, Peoria, IL 61629-0001

cr + Superior Performance, Inc., c/o S. Mayer Law, P.O. Box 6542, Houston, TX 77265, UNITED STATES 77265-6542

intp + TC Oil Louisiana, LLC, c/o Wick Phillips Attn: Jason Rudd, 3131 McKinney Ave., Suite 100, Dallas, TX 75204-2430

cr + TETRA Technologies, Inc., Dore Rothberg McKay, P.C., 17171 Park Row, Suite 160, c/o Zachary McKay, Houston, TX 77084-4927

cr + TGS AP Investments AS, c/o Andrew A Braun, Geiger Laborde & Laperouse, LLC, Suite 4800, 701 Poydras Street, New Orleans, LA

District/off: 0541-4

User: ADIuser

Page 3 of 6

Date Rcvd: Aug 31, 2021

Form ID: pdf002

Total Noticed: 129

70139-7756

cr + TGS-NOPEC Geophysical Company, c/o Andrew A Braun, Gieger, Laborde & Laperouse, LLC, Suite 4800, 701 Poydras St., New Orleans, LA 70139 US 70139-7756

cr + TGS-NOPEC Geophysical Company ASA, c/o Andrew A Braun, Gieger Laborde & Laperouse, LLC, Suite 4800, 701 Poydras Street, New Orleans, LA 70139 US 70139-7756

intp + Tana Exploration Company, LLC, c/o Wick Phillips Attn: Jason Rudd, 3131 McKinney Ave., Suite 100, Dallas, TX 75204-2430

cr + Targa Liquids Marketing and Trade, LLC, c/o Steven W. Soule, Hall, Estill, et al., 320 South Boston Avenue, Suite 200 Tulsa, OK 74103-3705

cr + Targa Midstream Services, LLC, c/o Steven W. Soule, Hall Estill, et al., 320 South Boston Avenue, Suite 200 Tulsa, OK 74103-3705

cr + Tetra Applied Technologies, Inc., c/o Zachary S. McKay, Dore Rothberg McKay, P.C., 17171 Park Row, Suite 160, Houston, TX 77084-4927

intp Texas General Land Office, c/o Office of the Attorney General, Bankruptcy & Collections Division, P. O. Box 12548 MC-008, Austin, TX 78711-2548

cr + Transcontinental Gas Pipe Line Company, LLC, c/o Steven W. Soule, Hall, Estill, et al., 320 South Boston Avenue, Suite 200 Tulsa, OK 74103-3705

cr + Trendsetter Engineering, Inc., 10430 Rodgers Road, Houston, TX 77070, UNITED STATES 77070-1642

cr + Trinity Bay Conservation District, c/o Owen M. Sonik, 1235 North Loop West Suite 600, Houston, TX 77008-1772

cr + Trunkline Field Services LLC, 1300 Main Street, Houston, TX 77002-6803

cr + U.S. Specialty Insurance Company, c/o Locke Lord LLP, ATTN: Philip Eisenberg, 600 Travis Street, Suite 2800, Houston, TX 77002-2914

cr Universal Equipment, Inc., c/o Christopher J. Piasecki, Davidson Meaux, Post Office Box 2908, Lafayette, La 70502-2908

cr + Valaris plc, Matthew D. Cavenaugh, Jackson Walker LLP, 1401 McKinney Street, Suite 1900 Houston, TX 77010-1900

cr + Venice Energy Services Company, L.L.C., c/o Steven W. Soule, Hall, Estill, et al., 320 South Boston Avenue, Suite 200 Tulsa, OK 74103-3705

cr + WFS Liquids LLC, c/o Steven W. Soule', Hall, Estill, et al., 320 South Boston Avenue, Suite 200 Tulsa, OK 74103-3705

cr + Walter Oil & Gas Corporation, c/o Looper Goodwine P.C., 650 Poydras Street, Suite 2400, Attn: Paul J. Goodwine New Orleans, LA 70130-6171

cr + West Cameron Dehydration Company, L.L.C., 1300 Main Street, Houston, TX 77002-6803

cr + Westerngeco LLC, c/o Andrew A Braun, Gieger Laborde & Laperouse, LLC, Suite 4800, 701 Poydras Street, New Orleans, LA 70139 US 70139-7756

cr + Williams Field Services-Gulf Coast Company LLC, c/o Steven W. Soule, Hall, Estill, et al., 320 South Boston Avenue, Suite 200 Tulsa, OK 74103-3705

cr + Zurich American Insurance Company, c/o Duane Brescia, 720 Brazos Street, Suite 700, Austin, TX 78701-2531

TOTAL: 116

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
cr	+ Email/Text: bnkatty@aldineisd.org	Aug 31 2021 19:54:00	Aldine ISD, Legal Department, 2520 WWThorne Dr., Houston, TX 77073-3406
cr	+ Email/Text: SPECK@LAWLA.COM	Aug 31 2021 19:54:00	Atlantic Maritime Services, LLC, c/o Stewart F. Peck, Lugenbuhl Wheaton Peck Rankin & Hubbard, 601 Poydras Street, Suite 2775, New Orleans, LA 70130, UNITED STATES 70130-6041
cr	Email/Text: toriet@broussardbrothers.com	Aug 31 2021 19:54:00	Broussard Brothers, Inc., 501 S. Main St., Abbeville, LA 70510, US
cr	Email/Text: houston_bankruptcy@LGBS.com	Aug 31 2021 19:54:00	Cypress-Fairbanks ISD, Linebarger Goggan Blair & Sampson LLP, C/O John P. Dillman, P.O. Box 3064, Houston, Tx 77253-3064
cr	+ Email/Text: BKADDEN@LAWLA.COM	Aug 31 2021 19:54:00	Deligans Valves, Inc., c/o Benjamin W. Kadden, Lugenbuhl Wheaton Peck Rankin & Hubbard, 601 Poydras Street, Suite 2775, New Orleans, LA 70130-6041
cr	Email/Text: houston_bankruptcy@LGBS.com	Aug 31 2021 19:54:00	Galveston County, Linebarger Goggan Blair & Sampson LLP, C/O John P. Dillman, P.O. Box 3064, Houston, TX 77253-3064
cr	Email/Text: houston_bankruptcy@LGBS.com	Aug 31 2021 19:54:00	Harris County, Linebarger Goggan Blair & Sampson LLP, C/O John P. Dillman, PO Box 3064, Houston, TX 77253-3064
cr	+ Email/Text: BKADDEN@LAWLA.COM	Aug 31 2021 19:54:00	Heartland Compression Services, L.L.C., c/o Benjamin W. Kadden, Lugenbuhl Wheaton Peck Rankin & Hubbard, 601 Poydras Street, Suite

District/off: 0541-4

Date Rcvd: Aug 31, 2021

User: ADIuser

Form ID: pdf002

Page 4 of 6

Total Noticed: 129

cr	+ Email/Text: bankruptcy@islandoperating.com	Aug 31 2021 19:54:00	2775, New Orleans, LA 70130-6041
cr	Email/Text: houston_bankruptcy@LGBS.com	Aug 31 2021 19:54:00	Island Operating Company Inc, 770 S Post Oak Lane, Suite 400, Houston, TX 77056-6666
cr	Email/Text: houston_bankruptcy@LGBS.com	Aug 31 2021 19:54:00	Jefferson County, Linebarger Goggan Blair & Sampson LLP, c/o John P. Dillman, P.O. Box 3064, Houston, TX 77253-3064
cr	+ Email/Text: pwp@pattiprewittlaw.com	Aug 31 2021 19:54:00	Matagorda County, Linebarger Goggan Blair & Sampson LLP, c/o John P. Dillman, Post Office Box 3064, Houston, TX 77253-3064
cr	Email/Text: ar@supremeservices.com	Aug 31 2021 19:54:00	Plains Gas Solutions, c/o Law Ofc Patricia Williams Prewitt, 10953 Vista Lake Ct., Navasota, TX 77868, UNITED STATES 77868-6981
			Supreme Service & Specialty Co. Inc., Attn: Freddy Bourgeois, 204 Industrial Ave. C, Houma, LA 70363

TOTAL: 13

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
cr		2M Oilfield Group Inc.
cr		A-Port LLC
cr		AGGREKO, LLC
cr		AGI Industries Inc
cr		AGI Packaged Pump Systems
cr		Acadian Contractors, Inc
cr		Ad Hoc Group of Secured Lenders
cr		Anadarko E&P Company
cr		Anadarko Petroleum Corp.
cr		Anadarko U.S. Offshore LLC
cr		Archrock Partners Operating, LLC and Archrock Serv
cr		Aubrey Wild
cr		Berkley Insurance Company
cr		Burlington Resources Offshore
cr		CCG Services (U.S.) Inc.
cr		CGG Services (U.S.) Inc.
cr		CNOOC Petroleum Offshore U.S.A. Inc.
cr		CTD Legacy LLC
intp		Cantor Fitzgerald Securities, as DIP Agent
cr		Chevron U.S.A. Inc.
cr		Cortland Capital Market Services LLC
cr		Cox Oil, LLC, Cox Operating LLC, Energy XXI GOM, L
cr		Deep Sea Development Services, Inc., 19219Katy Freeway, Suite 260, Houston, UNITED STATES
cr		Derrick Daniels
cr		Diamond Oil Field Supply Inc
cr		Diverse Safety & Scaffolding, LLC
intp		Ecopetrol America LLC
cr		Ecopetrol America LLC
cr		Edward C Stengel
cr		Edward Randall, Individually and as Representative
intp		Eni Petroleum US LLC
intp		Eni US Operating Co. Inc.
cr		Enterprise Gas Processing, LLC
cr		ExxonMobil Corporation
intp		Facilities Consulting Group, LLC
cr		Florida Gas Transmission Company, LLC
cr		Florida Gas Transmission, LLC,
cr		Freeport-McMoRan Oil & Gas LLC

District/off: 0541-4

Date Rcvd: Aug 31, 2021

User: ADIuser

Form ID: pdf002

Page 5 of 6

Total Noticed: 129

cr Fugro USA Marine, Inc.
cr George Canjar
cr Goldman Sachs Bank USA
cr HB Rentals, LC
cr HCC International Insurance Company PLC
cr HHE Energy Company
cr Halliburton Energy Services, Inc.
cr Hess Corporation
cr Houston Energy Deepwater Ventures I
cr Hunt Oil Company, Chieftain International (U.S.) L
cr ITC Global, Inc.
cr Infinity Valve & Supply LLC
cr Intracoastal Liquid Mud, Inc., UNITED STATES
cr Japex (U.S.) Corp.
cr Jeffrey W Faw
cr John A Sansbury, Jr
intp Kilgore Marine
cr LLOG Energy, L.L.C.
cr LLOG Exploration Offshore, L.L.C.
cr Lavaca County
cr Liberty Mutual Insurance Company
cr Linear Controls, Inc.
cr Live Oak CAD
cr Louisiana Safety Systems, Inc.
intp Manta Ray Offshore Gathering Company, L.L.C.
cr Mark Howard Gillespie
cr Michael Howard Clark
cr Moodys Investors Service, Inc.
cr Multiklient Invest AS
cr NOV Process & Flow Technologies US, Inc.
cr National Oilwell Varco, L.P.
intp Nautilus Pipeline Company, L.L.C.
cr North American Specialty Insurance Company
cr Oceaneering International Inc.
cr Oil States Energy Services, LLC
cr Partco, LLC
cr Philadelphia Indemnity Insurance Company
cr Process Piping Materials, Inc.
cr R360 Environmental Solutions, LLC
intp RLI Insurance Company
cr Renaissance Offshore, LLC
cr Republic Helicopters, Inc.
cr Ridgewood Energy Corporation
cr Rio Grande City CISD
crem SLTL Ad Hoc Committee
cr SM Energy Company
cr Samson Contour Energy E & P, LLC
cr Samson Offshore Mapleleaf, LLC
cr Sea Robin Pipeline Company, LLC
cr Shell GOM Pipeline Company, LLC
cr Shell Pipeline, LLC
cr Sirius America Insurance Company
cr Sparrows Offshore, LLC
cr Starr County
cr State of Louisiana, Department of Natural Resource
cr Stingray Pipeline Company, LLC
intp Subsea 7 LLC
cr Superior Energy Services, L.L.C.
cr Talos Energy Inc.
cr Talos Energy LLC
cr Texaco Inc.
cr The Hanover Insurance Company
cr The Louisiana Land & Exploration Company

District/off: 0541-4

User: ADIuser

Page 6 of 6

Date Rcvd: Aug 31, 2021

Form ID: pdf002

Total Noticed: 129

crcm	The Official Committee of Unsecured Creditors
cr	Toys O'Neil
cr	Travelers Casualty and Surety Company of America
cr	Trunkline Gas Company, LLC
cr	U.S. Department of the Interior
cr	Union Oil Company of California
cr	Unocal Pipeline Company
cr	Valero Marketing and Supply Company
cc	Valero Marketing and Supply Company
cr	W&T Energy VI, LLC
cr	W&T Offshore, Inc.
cr	Warrior Energy Services Corporation
cr	Welltec, Inc.
cr	Wild Well Control, Inc.
cr	Workstrings International, LLC
cr	XH LLC
cr	XL Specialty Insurance Co
cr	XL Systems, L.P.
cr	XTO Energy, Inc.
cr	XTO Offshore, Inc.
db	*+ Fieldwood Energy Inc., 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
cd	*+ Fieldwood Energy LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623

TOTAL: 121 Undeliverable, 2 Duplicate, 0 Out of date forwarding address

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 02, 2021

Signature: /s/Joseph Speetjens